

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

Mordechai Atlas

Plaintiff,

-v.-

Equifax Information Services, LLC,
Citibank N.A.

Defendants.

Citibank, N.A.

Counter-Claimant,

-v.-

Mordechai Atlas

Counter-Defendant.

Case No. 1:18-cv-03233-WFK-SMG

**ANSWER & AFFIRMATIVE
DEFENSES TO COUNTERCLAIM**

Now comes Plaintiff-Counter Defendant Mordechai Atlas (“Plaintiff” or “Atlas”), by and through his undersigned counsel, and responds to Defendant-Counter Claimant, Citibank, N.A.’s (“Defendant” or “Citibank”) Counterclaims as follows¹:

¹ For the sake of consistency between the pleadings, Plaintiff-Counter Defendant’s Answer & Affirmative Defenses to Counterclaim, as set forth herein, will be formatted accordingly as such that it follows the paragraph numbering as set forth in Defendant-Counter Claimant’s Answer with Counterclaims, ECF Doc. #13.

ANSWER TO CITIBANK N.A.'S FIRST COUNTERCLAIM

19. Plaintiff-Counter Defendant neither admits nor denies the allegation as set forth in ¶19 of the Counterclaim as no documents has been presented in support of this allegation, and leaves Defendant-Counter Claimant to its proofs.
20. Atlas neither admits nor denies the allegation as set forth in ¶20 of the Counterclaim and leaves Citibank to its proofs.
21. Atlas admits the allegation as set forth in ¶21 of the Counterclaim.
22. Atlas neither admits nor denies the allegation as set forth in ¶22 of the Counterclaim and leaves Citibank to its proofs.
23. Atlas neither admits nor denies the allegation as set forth in ¶23 of the Counterclaim and leaves Citibank to its proofs.
24. Atlas neither admits nor denies the allegation as set forth in ¶24 of the Counterclaim and leaves Citibank to its proofs.
25. Atlas neither admits nor denies the allegation as set forth in ¶25 of the Counterclaim as no documents has been presented in support of this allegation.
26. Atlas neither admits nor denies the allegation as set forth in ¶26 of the Counterclaim as no documents has been presented in support of this allegation.
27. Atlas neither admits nor denies the allegation as set forth in ¶27 of the Counterclaim as no documents has been presented in support of this allegation.
28. Atlas neither admits nor denies the allegation as set forth in ¶28 of the Counterclaim as no documents has been presented in support of this allegation.
29. Atlas neither admits nor denies the allegation as set forth in ¶29 of the Counterclaim as no documents has been presented in support of this allegation.

30. Atlas neither admits nor denies the allegation as set forth in ¶30 of the Counterclaim as no documents has been presented in support of this allegation.

ANSWER TO CITIBANK N.A.'S SECOND COUNTERCLAIM

31. Plaintiff-Counter Defendant neither admits nor denies the allegation as set forth in ¶31 of the Counterclaim as no documents has been presented in support of this allegation, and leaves Defendant-Counter Claimant to its proofs.

32. Atlas neither admits nor denies the allegation as set forth in ¶32 of the Counterclaim as no documents has been presented in support of this allegation.

33. Atlas neither admits nor denies the allegation as set forth in ¶33 of the Counterclaim as no documents has been presented in support of this allegation.

34. Atlas neither admits nor denies the allegation as set forth in ¶34 of the Counterclaim as no documents has been presented in support of this allegation.

FIRST AFFIRMATIVE DEFENSE

35. Plaintiff-Counter Defendant never provided written or oral authorization to open the Citibank account in question, account #611*****.

36. Plaintiff-Counter Defendant maintains that he did not sign an application or written authorization to open the account in question. Any application or authorization purportedly bearing his signature is, in fact, a forgery.

37. Accordingly, Plaintiff-Counter Defendant maintains that he is not indebted to Citibank in the approximate amount of \$2,162.07, plus interest, fees and charges.

SECOND AFFIRMATIVE DEFENSE

38. Defendant-Counter Claimant Citibank has failed to state a claim upon which relief may be granted.

THIRD AFFIRMATIVE DEFENSE

39. Defendant-Counter Claimant Citibank lacks standing to maintain some or all of its claims.

FOURTH AFFIRMATIVE DEFENSE

40. Defendant-Counter Claimant Citibank is barred equitable relief by the Doctrine of Equitable Estoppel.

FIFTH AFFIRMATIVE DEFENSE

41. Defendant-Counter Claimant Citibank is barred from the relief sought by the Doctrine of Laches.

SIXTH AFFIRMATIVE DEFENSE

42. Defendant-Counter Claimant Citibank is barred from the relief sought by the Doctrine of Unclean Hands.

SEVENTH AFFIRMATIVE DEFENSE

43. Defendant-Counter Claimant Citibank is barred from recovery upon this Complaint as same should be deemed frivolous and sanctions should be imposed against Plaintiff for bringing same.

EIGHTH AFFIRMATIVE DEFENSE

44. Plaintiff-Counter Defendant Atlas reserves the right to supplement its Affirmative Defenses up to and including the time of trial.

WHEREFORE, Plaintiff-Counter Defendant Mordechai Atlas respectfully requests that the Court dismiss the Counterclaim in its entirety, deny any and all requests for judgment against Plaintiff-Counter Defendant Mordechai Atlas as stated in Counts One through Two of the Counterclaim, and award counsel fees and costs and other equitable relief this Court deems appropriate.

Respectfully Submitted,
Stein Saks PLLC

Dated: September 28, 2018

By: /s/ Daniel Kohn
Daniel Kohn

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